

CONTRACT FOR SPECIAL SERVICES BY INDEPENDENT CONTRACTOR

THIS CONTRACT is entered into by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and Diringier and Associates, an independent contractor (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the County of San Luis Obispo has need for consulting services for the County's project to transition uninsured residents into coverage through Medi-Cal and Covered California, the state's insurance exchange in 2013-2014, funded by a grant from the Blue Shield of California Foundation ("BSCF"), entitled *County Enrollment Assistance, Round Two*; and

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services;

NOW, THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** Pursuant to this Contract, Contractor shall provide to County the special services set forth on Exhibit A, attached hereto and incorporated herein by reference. Contractor acknowledges that its services are funded by a Blue Shield of California Foundation grant to the County and agrees to adhere to the requirements of Paragraphs 1, 2, 3, 4, 7, 10, 11, 12, and 13 of the Grant Agreement between BSCF and the County.

2. **Compensation.** County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the total sum of not to exceed \$75,000, in monthly installments within thirty (30) days after the receipt of an itemized statement from Contractor required by paragraph 3 herein, which has been previously approved by an appropriate representative of the County Health Agency. Payments for services performed by the Contractor, pursuant to this Contract, shall be at the rate of one-hundred and fifty dollars (\$150.00) per hour for principal, Joel Diringier, JD, MPH, and fifty dollars (\$50.00) per hour for associate, Amy Gilman, MPH.

3. **Billing.** Contractor shall submit to the County, on a monthly basis, a detailed statement of services performed during that preceding period, including the number of hours of work performed.

4. **Term of Contract.** This Contract shall commence on the date executed by the Board of Supervisors, and shall terminate upon completion of the scope of work, unless terminated earlier as provided herein. Termination of the Contract may be effectuated by the

Director of the Health Agency without the need for action, approval or ratification of the Board of Supervisors.

5. **Termination of Contract for Convenience of Either Party.** Either party may terminate this Contract at any time by giving to the other party 30 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

6. **Termination of Contract for Cause.** If contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this contract or if Contractor shall violate any of the terms or provisions of this Contract or if Contractor, Contractor's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County, then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 5 above.

7. **Entire Agreement and Modification.** This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

8. **Equal Employment Opportunity.** During the performance of this contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulation (41 CFR Part 60).

9. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation or sublease without the County's prior written consent shall be considered null and void.

10. **Covenant.** This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

11. **Enforceability.** If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

12. **Employment Status.** Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any county retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for any other benefit which accrues to a County employee.

13. **Warranty of Contractor.** Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

14. **Indemnification.** Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity,

including Contractor, and that arise out of or are made in hereunder. The obligation to indemnity shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

15. Insurance.

A. Commercial General Liability. Policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage (CG 00 01) with policy limits of not less than \$1 million dollars combined single limit per occurrence. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

1) The County of San Luis Obispo, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

2) The insurance provided herein shall be considered primary coverage to the County of San Luis Obispo with respect to any insurance or self insured retention maintained by the County. Further, the County's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.

3) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.

B. Deductibles and Self-Insurance Retentions. All deductibles and/or self-insured retentions which apply to the insurance policies required herein will be declared in writing and approved by the County prior to commencement of this Agreement.

C. Documentation. Prior to commencement of work and annually thereafter for the term of this Agreement, Contractor will provide to the County properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this Agreement. Further, at the County's request, the Contractor shall provide certified copies of the insurance policies within thirty days of request.

D. Absence of Insurance Coverage. County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense.

16. Records.

A. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.

B. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.

C. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

17. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

Jeff Hamm
Health Agency Director
2180 Johnson Avenue
San Luis Obispo, CA 93401

and to the Contractor:

Joel Diringer
2475 Johnson Avenue
San Luis Obispo, CA 93401

18. Cost Disclosure - Documents and Written Reports.

Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000, the Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

19. Findings Confidential.


No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

20. Restrictive Covenant.

Contractor agrees that he will not, during the continuance of this Contract, perform or otherwise exercise his services in any manner or place except for the County, unless and until said County waives this restriction.

IN WITNESS THEREOF, County and Contractor have executed this Contract on the day(s) and year hereinbelow set forth.

CONTRACTOR

By: 
Title: Principal

Date: 3 July 2013

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

Approved by the Board of Supervisors on _____, 20__

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:
Rita L. Neal
County Counsel

By: 
Deputy County Counsel

Date: 7/3/13

Exhibit A

Contract for Consulting Services Contractor Scope of Services, BSCF County Enrollment Assistance

Activities	Timing	Estimated hours	
		Gilman	Diringer
I. Facilitate community stakeholder engagement			
1. Plan for, facilitate, and support monthly stakeholder convenings; ACA Planning Group	July 2013 – June 2014	36	48
2. Support convenings of two stakeholder subgroups; Care Coordination and Outreach, Education and Enrollment	July 2013 – June 2014	72	36
II. Develop and Implement an internal transition plan			
1. Conduct needs assessment of administrative, operational, and technical system changes required to efficiently transition CMSP enrollees to other coverage through consultation with PHD and DSS.	July – August 2013	80	20
2. Develop workplan; timelines and processes, for transition of CMSP clients to Medi-Cal and Covered CA with PHD, DSS and CenCal.	August – October 2013	120	20
3. Prepare notices and informational materials for CMSP clients, applicants and providers on changes in CMSP program and Medi-Cal and Covered CA eligibility.	September – October 2013	30	5
4. Conduct analysis of management and operational options for “residual” MIA program through consultation with PHD, DSS and CenCal.	July – September 2013	90	35
5. Develop timelines and processes with PHD, DSS and CenCal for administration of “residual” MIA program; parameters & policies.	September – December 2013	240	35
6. Monitor transition and provide technical assistance as necessary	January – June 2014	120	15
III . Outreach and education			
1. Develop material for and organize 2 trainings on ACA implementation tailored to SLO County – 1 for PHD staff and 1 for CBOs	September - November 2013	40	10
2. Integrate Medi-Cal Expansion and Health Benefits Exchange information into a local website: SLO Health Access	September - October 2013		
Estimated Total Hours		828	224